

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

MARK SPECKMAN,

Plaintiff,

v.

Case No. 16-cv-00561

STATE OF WISCONSIN DEPARTMENT
OF TRANSPORTATION and MARK
GOTTLIEB

Defendants.

SETTLEMENT AGREEMENT & RELEASE

WHEREAS Plaintiff Mark Speckman filed a summons and complaint alleging the Wisconsin Department of Transportation (DOT) discriminated against him due to disability in failing to issue him a Wisconsin drivers license upon moving to Wisconsin and presenting a valid California drivers license;

WHEREAS Defendants DOT and Secretary Mark Gottlieb determined that Speckman's complaint identified areas where its Division of Motor Vehicles can improve its customer service to the people of Wisconsin;

WHEREAS both the plaintiff and the defendants desired to settle this matter without litigation, engaged in mediation in the United States District Court for the Eastern District of Wisconsin, with Magistrate Judge James Sickel, and reached an agreement that addresses the plaintiff's concerns, improves the DMV's ability to expeditiously serve its customers, and disposes of this litigation;

WHEREFORE, the parties agree to resolve this matter as follows:

1. The Parties enter into this agreement to resolve all pending complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to Mark Speckman's claims in this action, *Speckman v. DOT et al*, Case No. 16-CV-561, pending in the United States District Court for the Eastern District of Wisconsin (Federal Complaint).

2. The DMV will add the following language to its form MV3001 *Wisconsin Driver License (DL) Application*, with "yes" and "no" checkboxes:

- i. Are you missing a limb?
- ii. If yes, have you successfully passed a road test with this condition?

3. The DMV will implement the guidelines attached hereto as Exhibit A, titled, "Guidelines for Assisting Drivers with missing Limbs or Amputations" by providing this information to their customer service employees.

4. The DMV will include information on its website sufficient to tell the public that drivers who are new to Wisconsin, who possess an out-of-state license, and who are missing a limb, will be required to take a full road test if they have not previously passed a road test that was administered after they lost one or more limbs.

5. The DMV will provide a link from the webpage described in Paragraph 3 above to information explaining the criteria for passing a full road test.

6. The DOT will pay Mark Speckman \$11,000. This sum breaks down as \$1000.00 for out-of-pocket costs related to the lawsuit and the events described therein, and \$10,000 as compensation for a speaking engagement, as described below. This payment will be due within 30 days of the final execution of this agreement.

7. Mark Speckman will create a presentation to be given before a live audience of DMV/DOT personnel, and video recorded by the DOT. The presentation will include information about Speckman's back-story, his history and experience driving, and his experience obtaining a Wisconsin drivers license. The presentation will suggest comfortable and respectful ways for DMV customer service agents to serve people with disabilities.

8. Speckman will draft an outline of his remarks and provide those to the DOT's counsel for Secretary Gottlieb's approval.

9. DOT will arrange for Speckman to deliver his presentation before a live audience of DOT employees. DOT will video record the presentation (Video). DOT will own the copyright to the Video recording. Speckman, owning copyright to the underlying speech and having control over use of his image and likeness, hereby grants to the DOT the right to display the Video on its internal Intranet site and the right to show the video to its employees, in perpetuity. The DOT does not have the right to use the video for advertising or promotional purposes, or for any other commercial purpose without Speckman's express written consent. Speckman may request a copy of the Video, free of charge, from the DOT, for his personal use.

Speckman does not have the right to use the Video for advertising or promotional purposes, or for any other commercial purpose without the DOT's express written consent. Speckman may not publicly display the Video or post it over the Internet without the DOT's express, written consent.

Release

10. Mark Speckman, for himself, his heirs, and assigns, releases and discharges the State of Wisconsin Department of Transportation and Secretary Mark Gottlieb, and all of its agencies, divisions, departments, field offices, officers and agents, from any and all claims, demands, or causes of action he has asserted, or which he could have asserted which relate in any manner to the alleged facts and circumstances described in Mr. Speckman's Federal Complaint, whether based on state or federal law, and whether said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated. Mark Speckman so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and nongovernmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such persons or entities whether or not named herein, which relate in any manner to the alleged facts and circumstances arising out of Mr. Speckman's Federal Complaint. Said release and discharge extends to and includes, without limitation, any claims, demands or causes of action whatsoever.

11. Mark Speckman warrants and represents that there are not known to him persons, firms, corporations, associations, government entities, insurance companies, hospitals or other health care providers, or other third parties who have or may have rights against the parties released hereunder based upon subrogation, derivation or assignment resulting from or arising out of the above-described legal actions. Mark Speckman for himself, his spouse, his heirs, executors, administrators, agents and assigns, hereby agrees to indemnify and hold harmless all parties released hereunder, and their attorneys, of and from all loss, damage and expense, including all costs of defense and attorney fees, as a result of any claim based upon subrogation, derivation or assignment resulting from or arising out of the above-captioned case or any underlying agency proceedings.

12. Any determinations as to the taxability or non-taxability of all or a portion of the settlement proceeds is the responsibility of plaintiff and his tax advisor.

13. The parties agree that upon submission of this Settlement Agreement and Release to the court, they will dismiss this action by voluntary dismissal or stipulation for dismissal.

14. The Parties and their agents recognize that this settlement agreement is a public document and is subject to the Wisconsin Public Records Law.

15. This agreement is a full, final and complete compromise and settlement of disputed claims and the amounts to be paid as herein.

16. Entry of this Settlement Agreement and Release into the court record allows either party to seek to enforce the terms herein in this court.

Agreed as to substance:

Dated: NOV. 7, 2016

by: Mark Speckman
Mark Speckman

Dated: November 9, 2016

by: Kristina Boardman
Kristina Boardman
Administrator
Division of Motor Vehicles

Agreed as to form:

Dated: Nov 8 - 2016

by: Gregory Gill, Sr.
Gregory Gill, Sr.
State Bar No. 1015838
Gill & Gill, S.C.

Dated: November 9, 2016

by: Anne Bensky
Anne Bensky
Assistant Attorney General
State Bar No. 1069210
Wisconsin Department of Justice

Entered by the Court:

Dated: November 17, 2016

s/ William C. Griesbach
Hon. William C. Griesbach
U.S. District Court Judge